

**United States Bankruptcy Court
Northern District of California**

In re **Jesus Avila-Ortega**

Debtor(s)

Case No. **10-12397**
Chapter **13**

CHAPTER 13 PLAN

1. PAYMENTS

The Debtor or Debtors (hereinafter called "Debtor") submit to the Chapter 13 Trustee all projected disposable income to be received within the applicable commitment period of the Chapter 13 Plan (hereinafter called "Plan"). The total number of payments shall be **36**, and in the amount of \$ **188.00**. The pre-confirmation Plan payments to the Trustee must begin 30 days from the date of the filing of the Plan or the Order of Relief, whichever is earlier. The post-confirmation Plan payments to the Trustee will commence on the 20th of the first month after the Plan is confirmed. Upon post-confirmation dismissal of this Plan, all funds held by the Trustee shall be disbursed to Administrative Costs and Creditors.

Debtor elects a voluntary wage order _____

2. PRE-CONFIRMATION ADEQUATE PROTECTION PAYMENTS

The following pre-confirmation adequate protection payments on claims secured by personal property shall be paid by the Trustee to the below listed creditors. The Debtor proposing pre-confirmation payments will commence these payments to the Trustee within 30 days of the date this Plan was filed or the Order of Relief, whichever is earlier. Creditors must file a proof of claim to receive payment from the Trustee. Payments by the Trustee should commence to these Creditors within 30 days of the filing of the proof of claim. Upon a pre-confirmation dismissal, all adequate protection order payments held by the Trustee shall be disbursed to Creditors.

Name of Creditor	Collateral Description	Monthly Payment
-NONE-		

3. ADMINISTRATIVE COSTS

Trustee shall receive a percentage of each plan payment, whether made before or after confirmation, as established by the United States Trustee.

Chapter 13 Attorney fees may be included in a Chapter 13 Plan. Fees and costs requested for allowance are as follows:

Total Fees & Costs Requested	Fees & Costs Received	Balance of Fees & Costs Due	Monthly Payment
\$3,500.00	\$178.00	\$3,322.00	\$92.28

Fees and costs allowed shall be paid at a fixed monthly rate and will accrue concurrently with pre-confirmation adequate protection payments listed in Section 2 above and will be paid with Secured Debt as listed in Section 4A below. Upon a pre-confirmation dismissal, all accrued pre-confirmation attorney fees and costs payments held by the Trustee shall be disbursed to the attorney.

4. SECURED DEBT

Interest shall accrue on all secured claims from the date the petition is filed. Interest will be calculated at 10% per annum unless the Debtor specifies otherwise in this Plan. Secured Creditors will retain their liens until their allowed secured claims have been paid.

A) Post-Confirmation Payments to Creditors Secured by Personal Property

The Debtor seeks a determination that the value of the collateral is as set forth below. Failure to object to this listed amount shown may result in the Creditor's secured claim being limited to the collateral value amount listed. Creditors will, at minimum, be paid the amount reflected as the monthly payment. The Debtor's omission of any secured creditor does not affect the rights of the omitted creditor to file claims and be paid.

With respect to a debt for which the Debtor has written "Yes" in the column "Surrender" and where the Creditor files a written objection to the treatment provided such debt, Debtor surrenders all interest in the collateral, and the debt shall be treated under Section 4B below.

Name of Creditor	Collateral Description	Collateral Value	Secured Debt Amount	Interest Rate	Monthly Payment	Surrender Yes/No
1. Wffinancial	2003 Honda Pilot w/100K	\$8,000.00	\$2,424.00	5.50%	\$77.78	No

B) Surrender of Property

The Debtor surrenders any interest in the following collateral. The Debtor waives the protection of the automatic stay and allows the affected Creditor to obtain possession and dispose of its collateral, without further Order of the Court. Any secured claim filed by the below Creditors will be deemed satisfied in full through surrender of the collateral. Any unsecured deficiency claim must be filed by the bar date for unsecured debts.

Name of Creditor	Collateral to be surrendered
-NONE-	

C) Post Petition Payments on Real Property Debt Paid by Debtor

Name of Creditor	Property Address	Monthly Payment Amount
1. Chase Home Finance	2323-2325 Orleans St, Santa Rosa CA 95403 APN: 034-760-010-000	\$933.00

D) Pre-Petition Debt on Real Property

The Trustee shall pay defaulted real property debt. This prorata payment for defaulted real property debts will begin after payment in full of the Attorney fees and costs listed in section 3 above.

Name of Creditor	Property Address	Defaulted Debt	Interest Rate
-NONE-			

5. EXECUTORY CONTRACTS/LEASES

- A) The Debtor assumes the executory contract(s)/lease(s) referenced below and provides for the regular contract/lease payment(s), both pre-confirmation and post-confirmation, to be paid directly by the Debtor. Any pre-petition lease arrearage will be paid through this Plan after payment of arrearages listed in 4D above.

Name of Creditor/Lessor	Property Address	Lease Arrearages as of Date of Filing	Arrearage Payment by Trustee	Regular # of Lease Payments Remaining as of Date of Filing	Lease Payment by Debtor
-NONE-					

- B) The Debtor rejects the following executory contract/lease and surrenders any interest in property securing these executory contracts/leases. The Debtor waives the protection of the automatic stay and allows the affected Creditor to obtain possession and dispose of its collateral, without further Order of the Court. Any unsecured claim resulting from the rejection must be filed by the bar date for unsecured debts:

Name of Creditor/Lessor	Identity of Executory Contract/Lease & Property Subject to Executory Contract/Lease
-NONE-	

6. **PRIORITY CLAIMS**

Trustee shall pay all allowed filed priority claims and will pay the claims listed in 6B below, prior to paying those unsecured priority claims listed in sections 6C, 6D, and 6E below. Those claims listed in sections 6C, 6D and 6E below will be paid prorata.

A) **Post Petition Domestic Support Obligations:**

1) X None.

2) The name(s), and address(es) of the holder of ANY domestic support obligation.

Name	Address
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3) The Debtor will pay all post-petition domestic support obligations directly to the holder of the claim and not through the Chapter 13 plan.

B) **Pre-Petition Arrearages owed to Domestic Support Obligation Creditors:**

1) X None.

2) Name of holder of Domestic Support Obligation Arrearage Claim, arrears and monthly payment.

Name of Holder	Arrearage	Monthly Payment
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C) **Pre-Petition Domestic Support Obligations assigned to or owed to a governmental unit:**

1) X None.

2) Name of Governmental Creditor, address and amount due:

Name of Governmental Creditor	Address	Amount Due
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D) **Priority Tax Claims:**

Name of Creditor	Address	Amount Due
-NONE-		

E) **Other Priority Claims:**

Name of Creditor	Address	Amount Due
-NONE-		

7. **UNSECURED DEBTS TO BE PAID WITH INTEREST**

A) The following debts shall be paid in full with interest from petition date.

Name of Creditor	Address	Amount Due	Interest Rate
-NONE-			

8. **OTHER UNSECURED DEBTS**

Allowed unsecured claims shall be paid from funds remaining, after payment of the debts described (whether or not paid in full with interest) in Sections 2 through 6 above. The amounts to be paid under this Section 8 are estimated to be 0 % percent of allowed claims. (Prorata Plan)

9. Trustee is to be provided, thru the commitment period of the Plan, with Debtors future Federal Tax Returns, beginning with the **Current (2010)** tax year, by May 15th of the year following the year of the return. Trustee may request and Debtor must supply current income and expense information, on required Trustee forms, for each of the years that the tax returns are provided.
10. The Debtor elects to have property of the estate revert in the Debtor upon Plan confirmation. Once the property reverts, the Debtor may sell or refinance real or personal property, without further order of the Court, upon approval of the Chapter 13 Trustee.
11. Other than to complete the information required, the above preprinted language of this plan form shall not be altered. This does not mean that the Debtor is prohibited from proposing additional or different plan provisions. As long as the addition of different provisions are consistent with the Bankruptcy Code, Debtor may propose additional or different plan provisions or specify that any of the above provisions will not be applicable. Each such provision or change shall be set out below. Use additional pages if necessary.

Bank Of America: Debtor(s) intend to avoid lien.

Dated: July 10, 2010

/s/ Jesus Avila-Ortega

Jesus Avila-Ortega

(Debtor)

(Debtor)

CERTIFICATE OF NOTICE

District/off: 0971-1
Case: 10-12397

User: jcolvin
Form ID: pdfpln

Page 1 of 1
Total Noticed: 16

Date Rcvd: Jul 23, 2010

The following entities were noticed by first class mail on Jul 25, 2010.

db +Jesus Avila-Ortega, 2325 Orleans St, Santa Rosa, CA 95403-7680
smg CA Employment Development Dept., Bankruptcy Group MIC 92E, P.O. Box 826880,
Sacramento, CA 94280-0001
smg Franchise Tax Board, Bankruptcy Group, P.O. Box 2952, Sacramento, CA 95812-2952
11040579 +Bank Of America, 4161 Piedmont Pkwy, Greensboro, NC 27410-8119
11040580 +Bk Of Amer, Po Box 15026, Wilmington, DE 19850-5026
11040581 Chase Home Finance, PO Box 24696, Columbus, OH 43224-0696
11040582 Credit Regulating Serv., 1737 Barcelona St., Livermore, CA 94550-6403
11040584 Macysdsnb, 911 Duke Blvd, Mason, OH 45040
11040586 +Security Credit Servic (Original Cr, 2623 W Oxford Loop, Oxford, MS 38655-5442
11040587 +Shell/Citi, Po Box 6497, Sioux Falls, SD 57117-6497
11040588 +Thd/Cbsd, Po Box 6497, Sioux Falls, SD 57117-6497
11040589 +Trustee Corps, 30 Corporate Park, Suite 400, Irvine, CA 92606-3102
11097654 Wells Fargo Financial California Inc., Bankruptcy Department,
13675 Technology Drive, Bldg. C, 2nd Flo, Eden Prairie, MN 55344-2252
11040590 +Wffinancial, 2501 Seaport Drive Bh 300, Chester, PA 19013-2241
11040591 +Zenith Acquisition C (Original Cred, 170 North Pointe Parkway, Amherst, NY 14228-1884

The following entities were noticed by electronic transmission on Jul 24, 2010.

11040583 +E-mail/PDF: gecsed@recoverycorp.com Jul 24 2010 02:39:25 Gemb/Mervyns, Po Box 981400,
El Paso, TX 79998-1400

TOTAL: 1

***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****

11040585 Maria Alma Mendoza

TOTALS: 1, * 0, ## 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 9): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jul 25, 2010

Signature:

